



**FILED**

**By the Office of the Registrar of Motor Dealers  
on August 13, 2028  
2025**

Investigation File No.: C-24-05-507  
Hearing File No.: **H-25-08-006**

**UNDERTAKING**

**IN THE MATTER OF THE *MOTOR DEALER ACT*, RSBC 1996, c 316 and the  
*BUSINESS PRACTICES AND CONSUMER PROTECTION ACT*, SBC 2004, c 2**

**BETWEEN:**

Gold Haus Auto Group Ltd.  
(DL# 40559)

(the "Respondent")

**AND:**

The Registrar of Motor Dealers

**WHEREAS:**

1. The Respondent is a Motor Dealer as defined in the *Motor Dealer Act* ("the **MDA**"), incorporated in accordance with the laws of British Columbia, operating under the name, Gold Haus Auto Group Ltd., and registered with the Vehicle Sales Authority of B.C. ("**VSA**") under Motor Dealer License No. 40559.
2. The Registrar of Motor Dealers is the Registrar as defined in the MDA, ("the **Registrar**"), and is responsible for the administration and enforcement of the MDA, its regulations, and the prescribed provisions of the *Business Practices and Consumer Protection Act* ("the **BPCPA**").
3. The Respondent is the subject of an investigation launched by the VSA in response to a complaint made by a consumer, Alaina Leighton-Hall ("the **Complainant**"). The consumer complaint and investigation findings are outlined in VSA File No. C-24-05-507 and the investigation report of VSA Investigation Officer Jared Collier ("**IO Collier**") dated January 31, 2025 ("the **Consumer Complaint**").

**AND WHEREAS:**

4. On April 15, 2024, the Complainant purchased a 2008 Smart Car ("the **Smart Car**") from the Respondent for a price agreed upon by the parties with a purchase agreement indicating that the Smart Car was in good condition as per the requirements described in the *Motor Vehicle Act* ("the **MVA**").
5. On May 30, 2024, the Complainant discovered that the Smart Car was not suitable for transportation due to the muffler pipe being broken; an issue which was discovered when the Complainant took the Smart Car to a mechanic to get checked.
6. On July 18, 2024, the VSA forwarded the Consumer Complaint to the Respondent with a deadline of August 1, 2024, to submit a response. The Respondent failed to do so.

7. Between December 2, 2024, and December 17, 2024, a series of phone calls were made to the Respondent through its various principals, including to the Respondent's accountant. IO Collier was unsuccessful at establishing communication via telephone.
8. On December 12, 2024, IO Collier sent an email to the Respondent and then again on December 17, 2024, to the Respondent's accountant, both times requesting documents relating to the Consumer Complaint.
9. On December 12, 2024, IO Collier sent an email to the Respondent and then again on December 17, 2024, to the Respondent's accountant, both times requesting documents relating to the Consumer Complaint.
10. To date, neither the VSA nor IO Collier has received a response to the Consumer Complaint, nor have they received any requested documents, or any calls or emails in response to the ones made in December.
11. The Registrar asserts that the Respondent has contravened the following legislation:
  - a. Section 25(1) of the MDA for failing to provide to the Registrar, following receipt of a complaint in respect of a motor dealer, the information respecting the matter complained of that the Registrar requests in writing.
  - b. Section 33(2)(i)(iii) of the *Motor Dealer Act Regulation* ("**MDAR**") for aiding, abetting, or causing a person to contravene any law of British Columbia, specifically section 220(3) of the MVA, by allowing the Complainant to drive the Smart Car on a highway when it was not suitable for transportation due to the muffler pipe being broken.

**NOW THEREFORE** the Respondent undertakes, acknowledges, and agrees with the Registrar:

1. To comply with the MDA, MDAR, BPCPA, and the sections thereunder;
2. To pay an Administrative Penalty in the amount of **\$40,000.00** in relation to the subject matter of this Undertaking as per the Notice of Administrative Penalty which will be provided to the Respondent upon receipt of the fully executed and filed Undertaking;
3. To reimburse the Registrar a total of **\$232.57** representing 100% of the investigation costs incurred to date in relation to the subject matter of this Undertaking within thirty (30) days of the Registrar signing this Undertaking;
4. That this Undertaking is binding on the Respondent until such time as it is either terminated in writing by the Registrar or terminated by Order of the Supreme Court of British Columbia;
5. That in addition to rendering the Respondent **liable** to further penalties and proceedings as provided for under the BPCPA, it is an offense under the BPCPA to fail to comply with any part of this Undertaking that has not been previously terminated;
6. That the Registrar may, upon breach of any part of this Undertaking by the Respondent, declare the Undertaking to be at an end and may institute such proceedings and take such action under the BPCPA, or the Act as considered necessary; and

7. That any communication with the Registrar in connection with this Undertaking shall be made to the following address:

Registrar of Motor Dealers  
Vehicle Sales Authority of B.C.  
#280 – 8029 199<sup>th</sup> Street  
Langley, B.C. V2Y 0E2

And in the case of the Respondent Motor Dealer, to the following address:

Gold Haus Auto Group Ltd.  
5-8100 Capstan Way  
Richmond, B.C. V6X 1R5

unless another address for delivery is given to the other party, in writing, by either the Registrar or the Respondent Motor Dealer.

The Respondent acknowledges and warrants that they have had an opportunity to seek legal advice as to the terms of this Undertaking.

**Gold House Auto Group Ltd. (MOTOR DEALER# 40559)**

Per:



Chung-Yuan Chiu

Name of Authorized Signatory

) **ACCEPTED** by the Registrar of Motor Dealers this  
) 13th day of ~~July~~ 2025.

) **August**

) "Original signed"

) 

) Patrick Poyner

) Registrar of Motor Dealers in British Columbia

**Withheld in accordance with section 22 off FOIPPA**